

ABC Sports 47 West 66 Street New York NY 10023 (212) 456 7777



August 30, 1995

Aloha Sports Inc./Jeep Eagle Aloha Bowl
 1110 University Avenue #403
 Honolulu, Hawaii 96826-1508

MACMA
 Attention: Lenny Klompus

Re: Jeep Eagle Aloha Bowl Football Games

Ladies/Gentlemen:

This letter will confirm the agreement, dated August 30, 1995, between ABC Sports, Inc. ("ABC") and Aloha Sports Inc./Jeep Eagle Aloha Bowl ("you") (the "Agreement"), to amend and restate the agreement between Aloha Bowl Charities, Inc. (predecessor-in-interest to Aloha Sports, Inc./Jeep Eagle Aloha Bowl), dated March 14, 1989, as amended and restated February 12, 1993, as such agreement relates to the 1995 and 1996 Jeep Eagle Aloha Bowl football games, and to extend such agreement, as amended and restated, to the Jeep Eagle Aloha Bowl football games in the years 1997 through 2000, upon the following terms and conditions.

1. **RIGHTS:** (a) You have granted to ABC exclusive television telecasting and exhibition rights throughout the world (the "Telecast Area") to the 1995, 1996 and 1997 Jeep Eagle Aloha Bowl football games and, at ABC's option, 1998, 1999 and 2000 Jeep Eagle Aloha Bowl football games. The above specified events together with any pre-game, half-time or post-game activities, and any "sudden-death" events (which are also included in ABC's exclusive rights hereunder), are collectively referred to as the "Game" or the "Games" as the case may be.

(b) In consideration of the foregoing and other rights granted to ABC herein, ABC has agreed that each Game shall be offered for live telecast over the facilities of the television stations affiliated with the ABC Television Network pursuant to all of the provisions hereof, subject to Paragraph 15 below.

2. **FORMAT OF EVENT:** You have represented and warranted, as material to this Agreement, that each Game herein shall be similar in format to Games of recent years. The participating schools for each Game shall be selected by you after consultation with ABC and shall be the best available teams consistent with the quality of participants in prior years; provided, however, subject to the next sentence, it is agreed that you shall not enter into an agreement with any Conference for a Conference member's automatic participation in the Games without obtaining the prior approval of ABC. ABC hereby acknowledges your right, in consultation with ABC,

to select teams as follows: (i) in 1995, the fifth (5th) team pick from the combined Big-8 and Southwest Conferences and the fourth (4th) team pick from the Pac-10 Conference; (ii) in 1996, the fifth (5th) team pick from the Big-12 Conference and the fourth (4th) team pick from the Pac-10 Conference; and (iii) in 1997, the fifth (5th) team pick from the Big-12 Conference and the fourth (4th) team pick from the Pac-10 Conference.

3. FUTURE RIGHTS: (a) ABC shall have an exclusive and irrevocable option, at its sole election, exercisable by written notice to you no later than March 15, 1998, to extend this Agreement to the Games in 1998, 1999 and 2000, upon the same terms and conditions as set forth herein and at the rights fees described in subparagraph 5(b) below. In the event that ABC exercises its option, you shall notify ABC no later than October 1 of the applicable year concerning both the finalized title sponsorship arrangements and the conference participation commitments for such year. Within thirty (30) days of receiving the notice, ABC shall notify you whether the finalized title sponsorship arrangements and the conference participation commitments are acceptable to ABC.

(b) In the event that ABC exercises the option pursuant to subparagraph 3(a) above, at ABC's election, you shall negotiate exclusively with ABC in good faith for a period of thirty (30) days commencing January 15, 2001 (the "Negotiation Period") with respect to the terms and conditions on which ABC may acquire exclusive television telecasting and exhibition rights to the Game or any similar event presented in lieu thereof in 2001 and subsequent years. If you and ABC do not reach agreement during the Negotiation Period, then you will promptly notify ABC in writing of the "final terms" which you are willing to accept for the foregoing rights, and ABC shall have ten (10) business days within which to enter into agreement with you at such final terms. If ABC does not elect to accept such final terms, you shall then be free to solicit offers from any third party, but you will not accept such offers or enter into an agreement, oral or written, with any third party at any time after the Negotiation Period has ended for terms less favorable to you than the above-mentioned final terms unless you have, in each instance, first made a bona fide offer to ABC, in reasonable detail and in writing, upon terms equal to those of the third party's offer, and afforded ABC a period of five (5) business days commencing on the first business day following ABC's actual receipt thereof to accept such offer. An offer to ABC pursuant to the foregoing sentence must be accompanied by a written statement by you setting forth the terms of such third party offer within five (5) days after your receipt thereof. It is specifically understood that: (i) you will not negotiate with any third party prior to the commencement of or during the Negotiation Period; (ii) any third party discussion following the Negotiation Period will be held only in accordance with the terms of this subparagraph; (iii) you shall not contract or offer to contract with any third party in such a manner as to preclude yourself from complying with the terms

of this subparagraph; (iv) in no event shall ABC be required hereunder to negotiate with you concerning, or to consider any offer conditioned upon, ABC acquiring any rights or properties to any event other than rights (similar to those provided herein) to the Game or any similar event in 2001 and subsequent years; and (v) in making your final offer to ABC and in your subsequent actions in negotiating with any third party you have agreed, consistent with the intent and spirit of this Agreement, to act in complete good faith.

4. DATE, TIME AND LOCATION: Each Game shall be played in Aloha Stadium, Honolulu, Hawaii on December 25 of each year during the term hereof (unless rescheduled by mutual consent). ABC intends to televise each Game on a "live" basis and you agree to schedule each kick-off at approximately 3:30 p.m. ET (10:30 a.m. local time), in accordance with ABC's direction.

5. RIGHTS FEE: (a) Subject to the provisions of this Agreement and for all rights granted to ABC and obligations to be performed by you hereunder, ABC shall pay you as follows:

- (i) for the Game in 1995, the total sum of Five Hundred Ten Thousand Dollars (\$510,000);
- (ii) for the Game in 1996, the total sum of Five Hundred Thirty Thousand Dollars (\$530,000); and
- (iii) for the Game in 1997, the total sum of Five Hundred Forty Thousand Dollars (\$540,000).

(b) In the event ABC exercises the option to extend this Agreement to the 1998, 1999 and 2000 Games and provided that ABC has approved the title sponsorship arrangements and conference participation commitments for the applicable year, as set forth in Paragraph 3(a) above, then ABC shall pay you as follows:

- (i) for the Game in 1998, the total sum of Five Hundred Sixty Thousand Dollars (\$560,000);
- (ii) for the Game in 1999, the total sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000); and
- (iii) for the Game in 2000, the total sum of Six Hundred Eight Thousand Dollars (\$608,000).

(c) All payments due you hereunder shall be by check made payable to you and delivered to your representative or mailed to your address as given above within ten (10) days after completion of each applicable Game or ten (10) days after the full execution of this Agreement, whichever is later.

6. **COMMERCIAL SPONSORSHIP:** (a) Subject to subparagraph 6(e) below, you shall have the right to sell up to thirteen (13) commercial units, each of thirty seconds (:30) duration, for inclusion within ABC's original telecast of the 1995, 1996 and 1997 Games and, if ABC exercises its option to extend the Agreement pursuant to subparagraph 3(a) above, the 1998, 1999 and 2000 Games. In connection with the sale of such commercial units, you shall have the right to retain all revenue therefrom. Such commercials will be rotated in such telecasts, on an equitable basis (determined by ABC after consultation with you) with the commercials sold by ABC. You shall be responsible for the payment of all agency commissions in connection with your sale of advertising time. You represent and warrant that, as of the date hereof, all of such units for the 1995 Game have been sold as follows: nine (9) units to the title sponsor; and the remaining four (4) to an advertiser to be approved by ABC as set forth in subparagraph 6(e). It is expressly agreed that the units hereunder are for sale by you solely to the title sponsor and other approved advertisers and cannot be resold. All remaining units in ABC's telecast of the Games shall be sold by ABC, in its discretion, subject only to the category exclusivity of the title sponsor and any other approved advertisers. In the event that for any reason you are unable to sell or dispose of all of the units herein provided to you, then you shall notify ABC and ABC, in its discretion, shall have the right to sell such remaining units.

(b) Your sponsors shall be entitled to billboards in ABC's Game telecasts in accordance with ABC's commercials format. These billboards may be allocated by you to your sponsors. References herein to commercial announcements and materials shall be deemed to include billboard material. You shall furnish at your own expense all advertising and commercial material (including billboards).

(c) It is understood that Jeep Eagle shall be the title sponsor of the Game in 1995, 1996 and 1997 and ABC agrees to use the Jeep Eagle name (i.e., Jeep Eagle Aloha Bowl) in connection with ABC's Game telecasts and promotion thereof. In consideration thereof, you shall pay ABC the following net amount as an entitlement fee:

- (i) for the 1995 Game, the sum of Two Hundred Sixty Thousand Dollars (\$260,000);
- (ii) for the 1996 Game, the sum of Two Hundred Seventy Thousand Dollars (\$270,000); and
- (iii) for the 1997 Game, the sum of Two Hundred Seventy Thousand Dollars (\$270,000).

(d) In the event ABC exercises its option pursuant to subparagraph 3(a) above for the 1998, 1999 and 2000 Games, ABC has agreed to recognize Jeep Eagle or any other mutually agreeable

advertiser as the title sponsor of the Games in 1998, 1999 and 2000 and to use such title sponsor's name in connection with ABC's Game telecasts and promotion thereof provided you pay ABC the following net amounts as an entitlement fee:

- (i) for the 1998 Game, the sum of Two Hundred Seventy Thousand Dollars (\$270,000);
- (ii) for the 1999 Game, the sum of Two Hundred Eighty Thousand Dollars (\$280,000); and
- (iii) for the 2000 Game, the sum of Two Hundred Eighty Thousand Dollars (\$280,000).

(e) All commercial materials shall be submitted to ABC's Department of Broadcast Standards and Practices at least seven (7) days in advance of the telecast for review. ABC shall have the right to refuse to broadcast any material which does not conform to the policies of ABC's Department of Broadcast Standards and Practices and ABC and you may provide acceptable substitute material. All sponsors, title sponsors and advertisers shall be subject to the approval of ABC's Department of Broadcast Standards and Practices and ABC. As between ABC and you, you shall be responsible for ABC's standard commercial integration charges for your commercial units in ABC's telecast (currently \$235 (net) per commercial for all programs that begin prior to 6:30 p.m. NYT and \$470 (net) per commercial for all programs starting at or later than 6:30 p.m. NYT).

7. PROGRAMS: (a) After ABC's original network telecast, each Game shall be the basis for one or more television "programs" which may be authorized for "telecast" and "exhibition" by ABC. The words "program" and "programs", as used herein, refer to any television programs based on or including the Games or any portion thereof, and the words "telecast" and "exhibition" as used herein mean a telecast and exhibition by means of any television and/or transmission devices, methods and improvements, now or hereafter known, whether local, network or otherwise, including but not limited to over-the-air television, cable or pay cable television systems, pay or subscription television, satellite-to-home transmissions, closed circuit systems, "booster" and "translator" stations, relay systems, CD-Rom and videocassette or videodisc exhibitions. Each program may be telecast and exhibited throughout the Telecast Area over such television facilities and on a pay per play, sponsored or sustaining basis with, if sponsored, such sponsor or sponsors as ABC may select or authorize. ABC shall have sole and absolute authority and control over all elements included in any such program, and/or over the telecast or exhibition of any program, including the right to cut, modify, reduce, rearrange, add to and otherwise edit each program and to title or retitle each program in such manner as ABC may determine necessary or desirable and, to the extent required by any applicable law or regulation or

policy of ABC's Standards and Practices Department, to change or designate the name of the Games to the extent used on or in connection with any program. ABC also have the right to translate or dub each program into foreign languages, to add music to each program and to insert commercial and other promotional material as ABC may deem necessary.

(b) ABC shall blackout the "live" telecast of each Game in the State of Hawaii provided that in the event ticket sales at the stadium are sold out forty-eight (48) hours prior to the commencement of such Game and/or any applicable law thereby requires that such blackout be lifted, you agree to promptly notify ABC to such effect and ABC shall then have the right to authorize a "live" telecast in the State of Hawaii as well. If a blackout actually occurs, ABC shall nevertheless have the right to authorize a delayed telecast of such Game in Hawaii at any time commencing seventy-two (72) hours thereafter with no prior announcement of such delayed telecast until after the conclusion of such Game.

8. PROGRAM RECORDINGS: In addition to ABC's live telecasts, ABC may record each Game for later telecast and exhibition. ABC may record any Game by means of tape, film, wire, disc, electronic video recordings or by any other manner or means of recording the audio and visual portions of television programs. ABC shall be the sole owner of all programs and any such recordings and shall have the right to use, exploit and deal with the same throughout the Telecast Area in perpetuity in any manner or media now or hereafter known (including theatrical, non-theatrical, in-flight, in-store, direct projection, satellite-to-home, cable and pay cable television, closed circuit, pay or subscription television, CD-Rom, videocassette or videodisc). No portions of the programs or other elements of ABC's coverage may be used for any purpose without ABC's express written consent.

9. ACCESS AND FACILITIES: (a) ABC shall be responsible for providing and paying for all production and technical personnel used in connection with the program production and telecast. You have agreed to provide ABC personnel during normal business hours with free access to and from the stadium reasonably in advance of ABC telecasts and to give ABC passes and tickets for such purposes. You have also agreed to provide ABC production personnel, without charge to ABC, such space and camera locations as ABC, in its discretion, may require for equipment (including microphones, ground level, hand-held or other cameras and related apparatus) used by ABC in connection with ABC's recording, telecast or exhibition. ABC has the right to install, operate, maintain and remove from the site such platforms, cables, wires and other apparatus as may be necessary for the recording, telecast or exhibition of the Games, provided that ABC shall not unreasonably interfere with the staging or conduct of the Games. In the event any seating locations are displaced for purposes of providing ABC with such space, you have agreed that ABC will not be charged for

such lost seating. The installation, operation, maintenance and removal of ABC's equipment shall be by personnel designated by ABC. You will cause to be provided to ABC, without charge, access to all electronic timing and measuring devices plus all existing lighting and power for ABC's use, and ABC may tap power lines in and about the site and may locate ABC's mobile and/or tape units in such parking facilities as ABC may require without charge. You have represented that the lighting will be satisfactory for quality telecasting in color. ABC may display its name and trademark on banners, on its equipment and on any platform or telecasting booth used at the site. You will not grant access to the site of the Games during the Games to any other ENG, videotape or film crew without ABC's prior written consent. ABC agrees to give good faith consideration to permitting local news access.

(b) You also have agreed to provide ABC staff photographers with photographer's credentials equivalent to the highest grade of credentials given to print media and other photographers covering the Games which will provide access to all areas of the site including the prime photographers' positions.

(c) You have agreed to make available to ABC, at no additional cost, such participants, officials and other persons connected with the Games as ABC may request for purposes of pre and post-Game interviews and/or discussions.

10. STAGING: (a) You have agreed, as a material element of this Agreement, to stage and conduct the Games at the dates, times and place indicated hereinabove (which dates, times and/or place will not be changed without ABC's prior written approval); you shall stage the Games to the best of your capability. You have agreed to keep ABC fully advised of the procedures or criteria for qualification or selection of the participants in the Games. You shall be solely responsible for making all arrangements (including any compensation) with the owner of the site for the staging of the Games, each college, the players, officials, and other persons participating in or otherwise connected with the Games, and such arrangements shall accord to ABC all rights or consents necessary or contemplated for the exercise of ABC's rights under this Agreement. All persons employed by you in connection with your performance of this Agreement shall be, as between you and ABC, your employees and you shall have all the responsibilities of an employer with respect to such persons, including withholding taxes, worker's compensation and the like.

(b) You have warranted that the Games will be sanctioned and/or licensed by the NCAA and such other sports organizations and authorities as have jurisdiction over the Games and that the Games will be conducted in accordance with all of the applicable rules and regulations of such organizations and authorities. The Games shall be subject to all applicable federal, state and local laws.

(c) You have warranted that all representations made by you to ABC and to any third parties (e.g., press releases, publicity, etc.) about any and all elements of the Games including, without limitation, format, record of participants, purses, etc., are and shall be accurate and true in every respect. You have further warranted that you have made and will make full disclosure to ABC with respect to all such elements of the Game as soon as possible after you have knowledge thereof. You shall exercise reasonable diligence to inform your employees and other persons with whom you deal directly in connection with the Games of the requirements described in this subparagraph.

11. NAME AND LIKENESS: For so long as ABC has the right to use any program, ABC, any sponsor of the programs, any such sponsor's advertising agency, any station or system scheduled to telecast the programs and any of ABC's licensees shall each have the right and may grant others the right to reproduce, print, publish or disseminate in any medium the names, pictures, likenesses and voices, as well as biographical material, of you, your officers, the players, coaches, officials and other persons participating in or otherwise connected with or a part of the Games, as well as the name of the Games, and of the site, for the following purposes: (i) in the telecast and exhibition of the programs; (ii) for news or information; (iii) for the purposes of trade; (iv) for advertising and promotional purposes, including, but not limited to, "institutional" advertising (i.e., advertising designed to create good will and prestige) and advertising or promotion for the programs and the products or services of any sponsor thereof (provided, however, that no direct endorsement by you of any product or service shall be used without your consent; and (v) within sports books and/or magazines, with the understanding that the foregoing reference to "sports magazines" shall not be deemed to include Game programs.

12. WARRANTIES: (a) You have represented and warranted that (i) you are free to enter into and perform this Agreement, (ii) you have all the rights granted to ABC herein, (iii) the rights ABC has acquired, and ABC's use of such rights, will not infringe upon or violate the rights of any third party, (iv) you will not do anything which might tend to interfere with or impair the rights ABC has acquired in this Agreement, (v) ABC will not be required to pay any monies to you or any third party in addition to the amounts specified in the "RIGHTS FEE" paragraph above in connection with the exercise of ABC's rights herein, and (vi) you will use your best efforts to preserve the exclusivity of ABC's rights in this Agreement and to prevent (by promptly, where necessary, instituting and maintaining legal action at your expense) the infringement or violation, whether threatened or actual, of such rights.

(b) You have acknowledged that ABC's rights herein are valuable, specific and unique. You have warranted that you will not grant to any third party any rights to the Games which you have

granted to ABC in this Agreement or any rights inconsistent with the rights so granted ABC.

13. EXCLUSIVITY: You have agreed not to authorize or permit any third party to telecast, exhibit or otherwise exploit the Games or any portion thereof in any media within the Telecast Area; nor will you stage events or competitions essentially duplicating the Games herein for any such telecast by any third party. In the event ABC's exclusivity to any Game is violated by the telecast or exhibition in the Telecast Area of portions of such Game for any purpose including news, ABC shall have the option, exercisable in its sole discretion, either not to telecast the affected Game, in which case, ABC shall not be obligated for payment of the rights fee for such Game, or to telecast the Game at a reduced rights fee to be negotiated in good faith. In either case, ABC's remaining rights to the other Games hereunder will survive. In the latter case however, if ABC and you do not reach agreement regarding the amount of this reduction, ABC and you agree to submit the reduction amount to binding arbitration in accordance with the rules of the American Arbitration Association and to be bound by the determination of such arbitration as to the appropriate amount of this reduction based on the diminished value to ABC of the Game resulting from the breach of ABC's exclusivity, which will not be limited to demonstrable monetary loss. If the arbitration has not taken place and the reduction amount determined prior to ABC's payment under this Agreement, such payment shall be placed in escrow pending such resolution.

14. INDEMNITY: (a) You have agreed at all times to indemnify, defend and hold harmless ABC, its parent and affiliated organizations, the sponsors of any program hereunder and their advertising agencies, any stations or systems over which the programs are telecast and any of ABC's licensees from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of (i) materials provided or acts done or words spoken by persons furnished by you in connection with ABC's production, telecast or exhibition of the Games, (ii) any breach by you of any warranty, representation or agreement made by you, and/or (iii) ABC's exploitation of the rights to the Games authorized hereunder. ABC shall notify you promptly of any such claim or litigation received by ABC as to which the foregoing indemnity applies and you shall defend such claims or litigation at your own expense with counsel of your choice. You shall notify ABC promptly of any such claim or litigation received by you as to which the foregoing indemnity applies. Notwithstanding anything herein to the contrary, ABC shall have the right to assume the defense of any such claim or litigation hereunder on your behalf. If ABC elects to assume such defense, ABC's obligations with respect to such claim or litigation shall be limited to paying the amount of any judgment or settlement approved by ABC in connection therewith, as well as any legal fees incurred by ABC in such defense.

(b) ABC has agreed at all times to indemnify, defend and hold you harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of the use of any materials used in connection with the telecast of the programs furnished by ABC provided that, you shall notify ABC of any claim or litigation as to which the foregoing indemnity shall apply; and provided further that, in assuming the defense of any such claim or litigation, ABC's obligations shall be limited to paying the amount of any judgment or settlement approved by ABC in connection therewith, as well as any legal fees incurred by ABC in such defense. You shall have the right to participate in such defense at your own expense and with counsel of your choice and in such event, ABC will cause ABC's counsel to cooperate fully with you and your counsel.

15. FORCE MAJEURE: If the staging of any Game or the production or the telecast as originally scheduled of any program shall be prevented or cancelled due to an act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or telecast equipment, the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency, or for any other reason beyond the control of you or ABC, then neither you nor ABC shall be obligated in any manner to the other with respect to such Game (including payment of the rights fee therefor), but all other rights ABC and you may have in this Agreement shall remain in full effect. However, in the event any Game shall be postponed or delayed, then ABC shall have the right to elect to cover such Game on its rescheduled date and/or time in accordance with all the terms hereof not or to cover such rescheduled Game. In the latter case ABC shall not be obligated in any manner to you therefor (including payment) but all ABC's and your other rights herein shall survive.

16. MUSIC: At least ten (10) days before each Game, you shall send to ABC a list of all musical compositions scheduled to be played during the Game; the list shall also specify the name of the composers, publishers, copyright holders and performing rights owners for each composition. ABC agrees to obtain any necessary clearances from ASCAP and BMI for any such composition for use in connection with the telecast of such Game.

17. SITE ADVERTISING: Consistent with ABC Sports policy, you have agreed that except for signs which are permanently affixed, no billboards, displays or public announcements for any product, service, or other commercial entity will be visible or heard at the site of any Game hereunder (including, without limitation, on the clothing of the participants or any other persons appearing within view of our cameras) during ABC's recording or telecast thereof. Notwithstanding the foregoing, it is acknowledged that the title sponsor for the Game(s) may have certain rights to display signs at

the site in accordance with its sponsorship agreement, which rights will be subject to the approval of ABC and ABC's Department of Standards and Practices.

18. PROGRAM MATTER; SECTION 507 OF THE COMMUNICATIONS ACT: You will conform to ABC's program and operating policies in connection with your staging of the Games. You have further agreed to comply with the requirements of Section 507 of the Communications Act concerning broadcast matter and disclosure required thereunder. You have represented and warranted that you have not accepted or agreed to accept and will not hereafter accept or agree to accept, and that you will not permit your agents or representatives to accept, any money, service or other consideration for the inclusion of any material or matter in or as part of the Games. You shall exercise reasonable diligence to inform your employees, and other persons with whom you deal directly in connection with the Games, of the requirements of the said Section 507. You have agreed to execute such documents as ABC may require in this regard.

19. TICKETS: ABC shall have the right to purchase up to one hundred (100) first quality tickets to each Game.

20. GENERAL TERMS: (a) This Agreement and all collaterally related issues shall be governed by New York Law.

(b) ABC, but not you, shall have the right to assign all or part of this Agreement to any person, firm or corporation, but no such assignment shall relieve ABC of any of our obligations herein.

(c) This Agreement supercedes all prior agreements on this subject matter, including the March 4, 1989 agreement between ABC and you, as amended and restated February 12, 1993, contains the entire mutual understanding of the parties on the subject matter herein and cannot be modified or terminated orally.

(d) Any provision of this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provision.

(e) ABC's compliance with any governmental action or decree which limits or restricts the rate or amount of payment to you under this Agreement shall not be a breach hereof and shall not affect any of ABC's rights or modify any of your obligations hereunder.

(f) Notices hereunder shall be in writing and delivered in person or by mail or telecopy at the respective addresses of the parties shown above. Notice shall be deemed given on the date of personal delivery, the date of mailing, or the date of confirmed receipt of telecopy. If the last day for the giving of any notice falls on a Saturday, Sunday or holiday, then the last day for the

giving of notice shall be deemed to be the next day not a Saturday, Sunday or holiday.

(g) A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance.

(h) Provision headings are solely for convenience and have no legal significance.

(i) Nothing herein shall make ABC and you principal and agent or joint venturers; ABC and you are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever.

(j) Each of the parties hereto shall endeavor to keep the terms of this Agreement confidential.

If the foregoing is in accordance with your understanding, please confirm your agreement by signing in the space provided below.

Very truly yours,

ABC SPORTS, INC.

By Tony Petitti
Tony Petitti
Vice President
Programming

ACCEPTED AND AGREED:

ALOHA SPORTS INC./JEEP EAGLE ALOHA BOWL

By Marcie J. Klomps
Title: Executive Director